IN THE UNITED STATES BANKRUPTCY COURT

FOR THE WESTERN	DISTRICT OF PENNSYLVANIA	
IN RE:	)	
	) Case No. 18-218	58 GL7
Janet J. Wade,	) Chapter 13	
Debtor	) Docket No.	
	)	
Janet J. Wade,	)	
Movant	)	
	)	
VS.	)	
	)	
Ronda Winnecour, Trustee,	)	

Respondents

## NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED APRIL 1, 2019

- 1. Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13 Plan dated April 16, 2021. Pursuant to the Amended Chapter 13 Plan, the debtor seeks to modify the confirmed plan in the following particulars:
  - a. The debtor will extend the plan term from 36 months to 43 months and will reduce the monthly payment to \$1,076.00 per month.
- 2. The proposed modification to the confirmed plan will impact the treatment of the claims of the following creditors and in the following particulars:
  - a. No creditor will be adversely affected by this Amended Plan.
  - 3. The debtor submits that the reason for the modification is as follows:
    - a. A prior amended plan was filed in 2019 to add Peoples Gas Company for the budget payment and the post-petition gas bills. The payment was increased and an amended wage attachment was filed and served.
       Unfortunately, the debtor's employer never implemented the increased wage attachment and therefore the plan payments have been short each

and every month for the past two years. However, since this was only a 36-month plan, the debtor has the option to extend the plan term and that is what she is doing by extending the plan term from 36 months to 43 months.

4. The debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Section 1322(a), 1322(b), 1325(a), and 1329, and except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

April 16, 2021 DATE /s/ Kenneth Steidl Kenneth Steidl, Esquire Attorney for the Debtor

STEIDL & STEINBERG
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Pittsburgh, PA 15219
(412) 391-8000
PA I. D. No. 34965
Ken.Steidl@steidl-steingberg.com

# Case 18-21858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 14:22:47 Desc Main Document Page 3 of 11

Fill in this info	ormation to identify yo	our case:						
Debtor 1	Janet First Name	J. Middle Name	Wade Last Name			Check if this is plan, and list b		
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name			sections of the been changed	•	that have
United States Ba	nkruptcy Court for the Wes	stern District of Penns	sylvania		2.1	, 4.3		
Case number	18-21858							
Western I	District of Per	<u>ınsylvania</u>						
	· 13 Plan Da	•	, 2021					
Part 1: Not	ices							
To Debtors:	This form sets out indicate that the op-	otion is appropri	ate in your cir	te in some cases, but the rcumstances. Plans the plan control unless other	at do not o	comply with loca	al rule	
	In the following notice	to creditors, you	must check eac	ch box that applies.				
To Creditors:	YOUR RIGHTS MAY	BE AFFECTED E	BY THIS PLAN.	. YOUR CLAIM MAY BE	REDUCED	, MODIFIED, OR	ELIM	INATED.
	You should read this attorney, you may wis		discuss it with	your attorney if you have	one in this	bankruptcy case.	If you	ı do not have a
	ATTORNEY MUST I THE CONFIRMATIO PLAN WITHOUT FU	FILE AN OBJECT ON HEARING, UN PRTHER NOTICE I	TION TO CONF ILESS OTHER IF NO OBJECT	YOUR CLAIM OR ANY FIRMATION AT LEAST S WISE ORDERED BY TH TION TO CONFIRMATION OOF OF CLAIM IN ORDE	SEVEN (7) HE COURT N IS FILED	DAYS BEFORE . THE COURT I . SEE BANKRUI	THE L NAY ( PTCY	DATE SET FO CONFIRM TH RULE 3015.
		e following items	s. If the "Incl	Debtor(s) must check uded" box is unchecke lan.				
payment				t 3, which may result in ate action will be req		Included	•	Not Included
	of a judicial lien or no (a separate action wi		•	oney security interest, s h limit)	et out in	○ Included	•	Not Included
I.3 Nonstanda	rd provisions, set out	in Part 9				<ul><li>Included</li></ul>	0	Not Included
Don't Or								
Part 2: Pla	n Payments and Le	ngth of Plan						
1 Debtor(s) will	make regular paymen	ts to the trustee:						
Total amount of	of \$ <u>1,076.00</u> p	er month for a re	maining plan to	erm of 43 months sha	all be paid	to the trustee fro	m futu	ıre earnings a
Payments	By Income Attachmer	nt Directly by De	ebtor	By Automated Bank	Transfer			
D#1	\$1,076.00		\$0.00	\$0.00				
D#2	\$0.00		\$0.00	\$0.00				
(Income attach	ments must be used by	dehtors having at	tachable incom	ne) (SSA direct deposi	t recinients	only)		

# Debtor(s) Case-18, 21, 858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21, 14:22:47 18-19:85 Main Document Page 4 of 11

2.2	Additional payments:							
	Unpaid Filing Fees available funds.	s. The balance of \$	shal	l be fully paid by	the Trustee to	the Clerk o	f the Bankruptc	y Court from the first
	Check one.							
	None. If "None" is	checked, the rest of Sectio	n 2.2 need not be	e completed or r	reproduced.			
		make additional paymen f each anticipated paymen		ee from other s	ources, as spe	cified below	v. Describe the	e source, estimated
2.3 Pai	plus any additional so	be paid into the plan (plan cources of plan funding do			y the trustee b	ased on th	ne total amour	nt of plan payments
	Troutinont of							
3.1	Maintenance of payme	ents and cure of default, i	if any, on Long-	Term Continuir	ng Debts.			
	Check one.							
	None. If "None" is	checked, the rest of Sectio	n 3.1 need not b	e completed or r	reproduced.			
	the applicable contr arrearage on a liste ordered as to any it	naintain the current contra ract and noticed in conforned claim will be paid in fu tem of collateral listed in the will cease, and all secured	nity with any app Il through disbur nis paragraph, th	plicable rules. To resements by the en, unless other	hese payments trustee, withou rwise ordered by	will be disk t interest. y the court,	oursed by the tr If relief from the all payments u	ustee. Any existing ne automatic stay is
	Name of creditor	Colla	iteral		Current installm paymen (including		Amount of arrearage (if any)	Start date (MM/YYYY)
					\$	0.00	\$0.00	
	Insert additional claims a	as needed.						
3.2	Request for valuation	of security, payment of f	ully secured cla	ims, and modif	fication of unde	ersecured o	claims.	
	Check one.							
		checked, the rest of Sectio	n 3.2 need not be	e completed or r	reproduced.			
	The remainder of t	his paragraph will be eff	ective only if the	e applicable bo	x in Part 1 of th	nis plan is	checked.	
	The debtor(s) will rebelow.	equest, <b>by filing a separat</b>	te adversary pro	<b>oceeding</b> , that th	ne court determi	ne the valu	e of the secured	d claims listed
		listed below, the debtor(s n. For each listed claim, th						
	amount of a creditor's s	ved claim that exceeds the secured claim is listed bel Part 5 (provided that an ap	ow as having no	value, the cree	ditor's allowed o	claim will be	e treated in its	
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount o secured claim	f Interest rate	Monthly payment to creditor
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

Insert additional claims as needed.

Debtor(s) Case 18,21858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 nl.4622:47 18-10esc Main Document Page 5 of 11

3.3 Secured claims excluded from 11 U.S.C. § 506.

	Check one.				
	None. If "None" is checked, the	rest of Section 3.3 need not be completed of	r reproduced.		
	The claims listed below were eith	er:			
	(1) Incurred within 910 days before thuse of the debtor(s), or	ne petition date and secured by a purchase	money security interest	in a motor veh	nicle acquired for personal
	(2) Incurred within one (1) year of the	e petition date and secured by a purchase m	noney security interest i	n any other thi	ng of value.
	These claims will be paid in full under	the plan with interest at the rate stated belo	ow. These payments wi	I be disbursed	by the trustee.
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor
	City Co Federal Credit Union	301 East McIntyre Avenue Pittsburgh, PA 15214	\$7,350.43	5%	\$218.05
	Insert additional claims as needed.				
3.4	Lien Avoidance.				
	Check one.				
		e rest of Section 3.4 need not be completed box in Part 1 of this plan is checked.	or reproduced.	ne remainder	of this paragraph will be
	debtor(s) would have been entitle the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security intere	ory, nonpurchase-money security interests ed under 11 U.S.C. § 522(b). The debtor(s security interest securing a claim listed bel st that is avoided will be treated as an unserest that is not avoided will be paid in full a e than one lien is to be avoided, provide the	s) will request, <b>by filing</b> ow to the extent that it is accured claim in Part 5 to as a secured claim und	a separate m mpairs such en the extent aller er the plan. S	notion, that the court order xemptions. The amount of owed. The amount, if any,
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata
			\$0.00	0%	\$0.00
	Insert additional claims as needed.		_		
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.			
3.5	Surrender of Collateral.				
	Check one.				
	None. If "None" is checked, the	rest of Section 3.5 need not be completed	or reproduced.		
	confirmation of this plan the stay	to each creditor listed below the collateral the under 11 U.S.C. § 362(a) be terminated as y allowed unsecured claim resulting from the	s to the collateral only a	and that the sta	ay under 11 U.S.C. § 1301
	Name of creditor	Collatera	al		
	Insert additional claims as needed.				

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 3 of 9

## Debtor(sCase 1,8 2,2 1,8 2,2 1,8 58-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 1.4 22:47 18- Desc Main Document Page 6 of 11

#### 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Pittsburgh Water 7 Sewer	\$64.42	Sewage	10%		2017 - 2018
County of Allegheny	\$110.73	Real Estate	12		2017
City & School District of Pittsburgh	\$1,121.62	Real Estate	10		2015 - 2018

Insert additional claims as needed.

Part 4:

## **Treatment of Fees and Priority Claims**

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

## 4.3 Attorney's fees.

Attorney's fees are payable to Steidl & Steinberg, P.C.	In addition to a retainer of \$	1,110.00 (	of which \$ <u>500</u>	).00 was	s a
payment to reimburse costs advanced and/or a no-look costs deposi	t) already paid by or on behalf	of the debtor, t	the amount of	\$ <u>3,400.00</u>	_ is
to be paid at the rate of \$200.00 per month. Including any retai	ner paid, a total of \$	_ in fees and o	costs reimburse	ement has be	en
approved by the court to date, based on a combination of the r	o-look fee and costs deposit	and previous	ly approved a	pplication(s)	for
compensation above the no-look fee. An additional \$ 500.00 v	vill be sought through a fee ap <sub>l</sub>	olication to be	filed and appro	oved before a	ıny
additional amount will be paid through the plan, and this plan conta	ins sufficient funding to pay tha	at additional ar	mount, without	diminishing t	the
amounts required to be paid under this plan to holders of allowed uns	ecured claims.				

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

## 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

<sup>\*</sup> The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

# Debtor(s) Case: 18, 21, 858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21, 14:22:47, 18-20: Main Document Page 7 of 11

4.5	<b>Priority Domestic Suppor</b>	Obligations not assigned or	r owed to a governmental unit.
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	If the debtor(s) is/are currently paying Domestic debtor(s) expressly agrees to continue paying and								
	Check here if this payment is for prepetition a	Check here if this payment is for prepetition arrearages only.							
	Name of creditor (specify the actual payee, e.g. SCDU)	PA <b>Description</b>		Claim	Monthly payment or pro rata				
				\$0.00	\$0.00				
	Insert additional claims as needed.								
1.6	Domestic Support Obligations assigned or own Check one.  None. If "None" is checked, the rest of Section The allowed priority claims listed below are governmental unit and will be paid less that payments in Section 2.1 be for a term of 60 m.  Name of creditor	on 4.6 need not be comple based on a Domest	pleted or reproduced. ic Support Obligation ne claim under 11 U.S	n that has been assi s.C. § 1322(a)(4). Ti					
				\$0.00					
	Insert additional claims as needed.		_						
.7	Priority unsecured tax claims paid in full.								
	Name of taxing authority	Fotal amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods				
		\$0.00		0%					
	Insert additional claims as needed.		-						

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 5 of 9

Debtor(sCase 1.8721.858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 1.4622:47 18-1968 Main Document Page 8 of 11

Part 5:

**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority	unsecured	claims	not	separately	classified.
-----	-------------	-----------	--------	-----	------------	-------------

Debtor(s) *ESTIMATE(s)* that a total of \$ 7,055.00 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) **ACKNOWLEDGE(S)** that a **MINIMUM** of \$7,055.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

The total pool of funds estimated above is **NOT** the **MAXIMUM** amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is <u>6.00</u> %. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.

## 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.				
None. If "None" is checked, the rest of Section	n 5.2 need not be complete	ed or reproduced.		
The debtor(s) will maintain the contractual insimulation which the last payment is due after the final pamount will be paid in full as specified below a	olan payment. These pay	ments will be disbursed by		
Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)

\$0.00

Insert additional claims as needed.

## 5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

\$0.00

\$0.00

Name of creditor	Monthly payment	Postpetition account number
Peoples Gas Co.	\$169.63	9662

Insert additional claims as needed.

## Debtor(sCase-18721858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 146:22:47 18-20:05 Main Document Page 9 of 11

5.4	Other separately classified nonpriority unsecured claims.						
	Check one.						
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.						
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:						
	Name of creditor	Basis for separate cla treatment	Basis for separate classification and treatment	Amount of arrearage Interest to be paid rate		Estimated total payments by trustee	
				\$0.00	0%	\$0.00	
	Insert additional claims as ne	eded.		_			
Par	rt 6: Executory Contra	acts and Unexpired Leases					
6.1	The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.  Check one.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.						
	Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee.						
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated tot payments by trustee	Payment beginning date (MM/ YYYY)	
	Toyota Motor Credit Corp.	2016 Toyota Camry	\$499.00	\$0.00	\$4,999.6	1 06/2018	
	Insert additional claims as needed.						
Par	vesting of Prope	rty of the Estate					
7.1	Property of the estate shall	not re-vest in the debtor(s) until the c	lebtor(s) have coi	mpleted all payments	under the conf	irmed plan.	

#### Part 8: General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

## Debtor(s) Case 1,8,21,858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 1.4.22:47 18-10 cs Main Document Page 10 of 11

- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

# Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the

Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

The post-petition utility claim of Peoples Gas Co. listed in part 5.3 of the Plan is a priority, administrative claim.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

## Debtor(s) Case 1,8,21,858-GLT Doc 68 Filed 04/16/21 Entered 04/16/21 14:22:47 18-19:50 Main Document Page 11 of 11

Part 10: Signatures

## 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	Signature of Debtor 2			
Signature of Debtor 1				
Executed on	Executed on			
MM/DD/YYYY	MM/DD/YYYY			
X/s/ Kenneth Steidl	DateApr 16, 2021			
Signature of debtor(s)' attorney	MM/DD/YYYY	MM/DD/YYYY		

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9